



Notice of Service of Process

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Transmittal Number: 22337261
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Primary Contact: Lynette Hamdi
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1985 Cedarbridge Ave
Ste 1
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Electronic copy provided to: Dana Wojciechowski

Entity: Greentrees MI LLC
Entity ID Number 3706798

Entity Served: Greentrees MI, LLC d/b/a.Greentrees Apartments

Title of Action: Frank Roehler vs. Greentrees MI, LLC

Document(s) Type: Summons/Complaint

Nature of Action: Personal Injury

Court/Agency: Wayne County Circuit Court, MI

Case/Reference No: 20-010968-N0

Jurisdiction Served: Michigan

Date Served on CSC: 11/20/2020

Answer or Appearance Due: 21 Days

Originally Served On: CSC

How Served: Certified Mail

Sender Information: Joseh D. Engerer
734-591-3737

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To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

ALAN C. HELMKAMP
MARK ELLIS
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HELMKAMP, ELLIS, ABRAHAM & ENGERER
An Association of Attorneys & Counselors at Law | Not a Partnership

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19500 Victor Parkway, Suite 150
Livonia, Michigan 48152

November 18, 2020

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Greentrees MI, LLC d/b/a Greentrees Apartment
c/o CSC-Lawyers Incorporating Service
601 Abbot Road
East Lansing, Michigan 48823

Re: Frank Roehler v Greentrees MI, LLC d/b/a Greentrees Apartments, et al
Wayne County Circuit Court Case No. 20-010968-NO

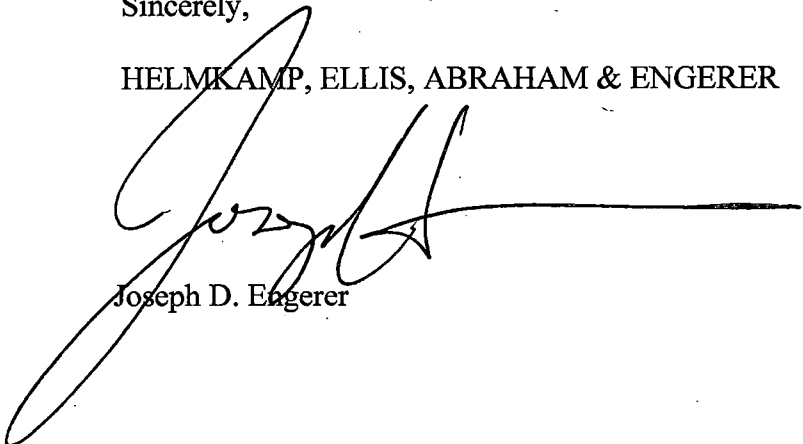
Dear Sir/Madam:

Enclosed, please find a Summons and Complaint pursuant to the above-referenced matter.
Please process in your usual manner.

We are willing to grant an extension on the filing of your answer for the purpose of
engaging in early resolution of this claim. Thank you for your anticipated cooperation.

Sincerely,

HELMKAMP, ELLIS, ABRAHAM & ENGERER



Joseph D. Engerer

JDE/ksb
Enclosures
cc: Mr. Frank Roehler

Approved, SCAO

Original - Court
1st Copy- Defendant2nd Copy - Plaintiff
3rd Copy -ReturnSTATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY

SUMMONS

CASE NO.
20-010968-NO
Hon.Muriel Hughes

Court address : 2 Woodward Ave., Detroit MI 48226

Court telephone no.: 313-224-2415

Plaintiff's name(s), address(es), and telephone no(s)
ROEHLER, FRANK

Plaintiff's attorney, bar no., address, and telephone no

Joseph David Engerer 79839
19500 Victor Pkwy Ste 150
Livonia, MI 48152-7010

v

Defendant's name(s), address(es), and telephone no(s).
Greentrees MI, LLC d/b/a Greentrees Apartmentsc/o CSC-Lawyers Incorporating Service
601 Abbot Road
East Lansing, Michigan 48823**Instructions:** Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.**Domestic Relations Case**

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☐ this court, ☐ _____ Court,

where it was given case number _____ and assigned to Judge _____.

The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date
8/25/2020Expiration date*
11/24/2020Court clerk
Laverne Chapman

Cathy M. Garrett- Wayne County Clerk.

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

MC 01 (9/19)

SUMMONS

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105



STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

FRANK ROEHLER,

Plaintiff,

Case No. 20-
HON.

-NO

v.

GREENTREES MI, LLC, a Foreign Limited Liability Company,
d/b/a GREENTREES APARTMENTS; and GREENTREES
APARTMENTS LIMITED PARTNERSHIP, a Domestic Limited
Partnership;

Defendants.

There is no other civil action arising out of the same transaction or occurrence as
alleged in this Complaint pending in this Court nor has any such action been
previously filed and dismissed after having been assigned to a Judge.

/s/ Joseph D. Engerer

HELMKAMP, ELLIS, ABRAHAM & ENGERER

Joseph D. Engerer (79839)

Attorneys for Plaintiff

19500 Victor Parkway, Suite 150

Livonia, MI 48152

734-591-3737 / 734-591-6275 (fax)

joseph@milivonialawyer.com

COMPLAINT

NOW COMES Plaintiff, FRANK ROEHLER, by and through counsel,
HELMKAMP, ELLIS, ABRAHAM & ENGERER, and for his Complaint against
Defendants, states:

1. Plaintiff FRANK ROEHLER is a resident of the City of Riverview, Wayne
County, Michigan.

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2. Defendant GREENTREES MI, LLC, d/b/a "Greentrees Apartments," is a foreign limited liability company located in the state of Delaware and conducting regular and systematic business in Wayne County, Michigan.

3. Defendant GREENTREES APARTMENTS LIMITED PARTNERSHIP is a domestic limited partnership located in the City of Oak Park, Oakland County, Michigan and conducting regular and systematic business in Wayne County, Michigan.

4. At all times pertinent to this action, Defendants owned, operated, and/or maintained an apartment complex known as Greentrees Apartments, located at 19880 Fort St, Riverview, MI 48193.

5. The cause of action which serves as the basis of this Complaint occurred in the city of Riverview, Wayne County, Michigan.

6. The amount in controversy exceeds \$25,000.00.

GENERAL ALLEGATIONS

7. Plaintiff incorporates paragraphs 1 through 6 as though fully restated herein.

8. Plaintiff Frank Roehler resided at Greentrees Apartments in Riverview, Michigan at all relevant times.

9. The apartment on Defendants' premises in which Plaintiff resided included a glazed, ceramic/ceramic-like bathtub/shower combination in the bathroom.

10. The subject bathtub/shower in Plaintiff's apartment existed in a dangerous condition such that, in or about September of 2017, Plaintiff suffered a laceration on his right foot while using the subject bathtub/shower in its normal, intended method of use and with all due and reasonable care.

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11. Despite taking reasonable efforts to remediate his laceration, the same became infected, resulting a lengthy hospitalization, surgery, and amputation of Mr. Roehler's right great toe, along with an extended stay in an inpatient rehabilitation facility.

12. Plaintiff suffered severe physical, mental, emotional, psychological, and financial injuries as a result of the aforementioned injuries and subsequent treatment.

13. Plaintiff has experienced severe and objectively-manifested emotional distress as a result of his serious and permanent injuries/disability.

14. Defendants knew and/or should have known of the existence of the condition giving rise to Plaintiff's injury but failed to act as to the condition or to otherwise prevent Plaintiff's injury.

15. As a result of the negligently-caused injuries outlined above, Plaintiff has and will continue to incur damages well in excess of this Court's jurisdictional threshold of \$25,000.

WHEREFORE, Plaintiff FRANK ROEHLER prays for a judgment against Defendants in whatever amount in excess of \$25,000.00 he is deemed entitled, together with interest, costs, attorney fees, statutory and punitive damages and any other relief which justice may require under the law.

COUNT I - NEGLIGENCE

16. Plaintiff incorporates paragraphs 1 through 15 as though fully restated herein.

17. At all pertinent times, it was the duty of Defendants (and the employees and/or agents of Defendants) to maintain the subject premises in a condition suitable for use by any invitees, and it was further the duty of Defendants to protect invitees from injury or harm by maintaining the facilities, including the subject tub/shower that residents such

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as Mr. Roehler were expected to utilize. It was further Defendants' duty to warn and/or protect invitees from harm and other damages resulting from the condition of the subject facility, and to avoid, mitigate, correct, and/or remediate said harm/damages.

18. One or more dangerous conditions existed on Defendants' premises, giving rise to Plaintiff's injuries.

19. Defendants knew and/or should have known of the dangerous conditions giving rise to Plaintiff's injuries.

20. Defendants breached their duties to Plaintiff, including but not necessarily limited to the duties to prevent and/or mitigate the damages suffered by Plaintiff. Defendants allowed one or more dangerous and hazardous conditions to exist within the subject premises and further negligently neglected to remediate said conditions, all of which caused Plaintiff to become injured.

21. At all times pertinent to this action, it was the duty of Defendants to employ persons with knowledge, skill and training sufficient to keep the premises in a safe condition, and it was further Defendants' duty to institute rules and procedures concerning safety conditions with respect to the regular maintenance of the subject facility and with resident interactions and repair/service appointments.

22. Defendants breached said duties, without limitation, when they:

a. Failed and/or neglected to make necessary and reasonable inspection of its premises;

b. Created a hazardous condition on its premises;

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- c. Failed and/or neglected to provide rules and procedures to their employees and/or agents and/or if rules and procedures were in effect, Defendants failed/neglected to enforce them;
- d. Failed and/or neglected to warn Plaintiff of the inherent dangers on the premises when they had a duty to do so;
- e. Created and/or allowed a dangerous and precarious condition which they knew or should have known would be a hazard to any invitee using the subject bathroom on its premises; and
- f. Otherwise breached its duties and obligations to ensure that their premises were reasonably safe for invitees as required by Michigan Law.

23. As a direct and proximate result of Defendants' breaches and negligence as outlined above, Defendants allowed a dangerous condition to exist on the premises, which they knew or should have known of, and which caused Plaintiff to become injured and to suffer damages, including, without limitation, ongoing and severe physical, emotional and mental pain and suffering, including the loss of his right great toe and his ability to walk normally, being permanently disabled, the loss of his right toe/foot/leg, injuries to his leg and torso as a result of surgical repair and other serious injuries. Plaintiff may have sustained an aggravation of a pre-existing condition, and in addition or in the alternative, Plaintiff may have sustained an injury to a latent and unknown pre-existing injury.

24. Further, as a direct and proximate result of Defendants' negligence and breaches of duties, Plaintiff has been forced to undergo medical care and treatment and has

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incurred hospital, medical, drug and other expenses and will continue to incur such expenses in the future.

25. Plaintiff's activities, both social and recreational, were, are and will be reduced in the future as a direct and proximate result of Defendants' breaches of duties and Plaintiff's injuries.

26. All the foregoing injuries, losses and conditions sustained by Plaintiff are painful, humiliating, and embarrassing, continuing and permanent in nature.

WHEREFORE, Plaintiff FRANK ROEHLER prays for a judgment against Defendants in whatever amount in excess of \$25,000.00 he is deemed entitled, together with interest, costs, attorney fees, statutory and punitive damages and any other relief which justice may require under the law.

COUNT II - RESPONDEAT SUPERIOR

27. Plaintiff incorporates paragraphs 1 through 26 as though fully restated herein.

28. Defendants and all employees, agents, contractors, and representatives thereof were acting in the course and scope of their employment when the aforementioned condition existed upon the subject premises and when the subject breaches of duty occurred causing Plaintiff's injury.

29. Defendants are vicariously liable for the actions of their employees, contractors, agents, and representatives giving rise to Plaintiff's permanent and life-altering injuries as well as his ongoing pain and suffering.

30. Defendants are vicariously liable for the negligence of their employees acting in the course of and within the scope of their employment by Defendants pursuant to the common law doctrine of Respondeat Superior.

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WHEREFORE, Plaintiff FRANK ROEHLER prays for a judgment against Defendants in whatever amount in excess of \$25,000.00 he is deemed entitled, together with interest, costs, attorney fees, statutory and punitive damages and any other relief which justice may require under the law.

COUNT III - IMPLIED WARRANTY OF HABITABILITY

31. Plaintiff hereby incorporates paragraphs 1 through 30 as though fully set forth herein.

32. Defendants owed Plaintiff certain duties under Michigan statute and case law, including but not limited to MCL 554.139, which required Defendants to ensure “that the premises and all common areas are fit for the use intended by the parties” and “to keep the premises in reasonable repair during the term of the lease or license, and to comply with the applicable health and safety laws of the state and of the local unit of government where the premises are located, except when the disrepair or violation of the applicable health or safety laws has been caused by the tenants willful or irresponsible conduct or lack of conduct.” MCL 554.139.

33. The implied warranty of habitability and all duties contained therein formed a part of Defendants’ lease contract with Plaintiff.

34. Defendants breached one or more of the above-identified duties, including but not limited to their duties to maintain the premises and facilities in which Plaintiff resided, to warn him of potential harm/damages, and to mitigate such harm/damages as they had the ability.

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35. Plaintiff has suffered emotional, mental, physical, and financial damages due to the above-identified breaches when he suffered injury as a result of the dangerous conditions outlined above, which conditions were not remedied by Defendants.

36. The injuries suffered by Plaintiff were a direct and proximate result of Defendants' breaches.

WHEREFORE, Plaintiff FRANK ROEHLER prays for a judgment against Defendants in whatever amount in excess of \$25,000.00 he is deemed entitled, together with interest, costs, attorney fees, statutory and punitive damages and any other relief which justice may require under the law.

COUNT IV - MEDICARE SECONDARY PAYER ACT

37. Plaintiff incorporates paragraphs 1 through 36 as though fully restated herein.

38. As Medicare and/or a Medicare-affiliated insurer has paid certain expenses which should have been paid by Defendants, the Medicare Secondary Payer Act, 42 USC Section 1395(b)(3)(A) provides a private cause of action for damages which shall be double the amount billed to Medicare.

39. Plaintiff is entitled to receive double for all amounts billed to Medicare and which are attributable to the subject injuries.

WHEREFORE, Plaintiff FRANK ROEHLER prays for a judgment against Defendants in whatever amount in excess of \$25,000.00 he is deemed entitled, together with interest, costs, attorney fees, statutory and punitive damages and any other relief which justice may require under the law.

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Respectfully Submitted,

/s/ Joseph D. Engerer

HELMKAMP, ELLIS, ABRAHAM & ENGERER

Joseph D. Engerer (79839)

Attorney for Plaintiff

19500 Victor Parkway, Suite 150

Livonia, MI 48152

734-591-3737 / 734-591-6275 (fax)

joseph@milivonialawyer.com

Date: August 25, 2020

**HELMKAMP, ELLIS,
ABRAHAM & ENGERER**

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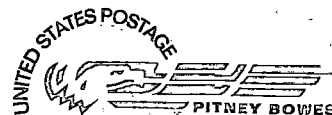
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c/o CSC-Lawyers Incorporating Service
601 Abbot Road
East Lansing, Michigan 48823

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